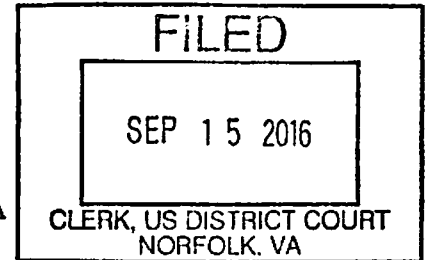


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION



UNITED STATES OF AMERICA)	
	)	Criminal No. 2:16cr 126
v.)	
	)	18 U.S.C. § 1344
RONALD W. BOONE, SR.	)	Bank Fraud
a/k/a "Ronnie Boone"	)	(Count 1)
)	
Defendant.	)	18 U.S.C. § 371
	)	Conspiracy
	)	(Count 2)
)	
	)	18 U.S.C. §§ 981(a)(1)(C) & 982(a)(2);
	)	28 U.S.C. § 2461
	)	Criminal Forfeiture

CRIMINAL INFORMATION

THE UNITED STATES ATTORNEY CHARGES THAT:

INTRODUCTION

1. RONALD W. BOONE, SR., also known as "Ronnie Boone," is a lifelong resident of Norfolk, Virginia. For more than thirty-five years, RONALD W. BOONE, SR. has invested in real estate, operated a construction company, managed a real estate rental company, and owned and operated a local fishing pier as well as local restaurants. RONALD W. BOONE, SR.'s operations focused primarily in the Ocean View area of Norfolk, Virginia. Almost all of RONALD W. BOONE, SR.'s various companies were headquartered and operated out of 809 East Ocean View Avenue, Norfolk, Virginia.

2. Branch Banking and Trust Company ("BB&T") was a bank that was established in 1872. BB&T is headquartered in Winston-Salem, North Carolina, and operates banking

locations throughout the Hampton Roads, Virginia area. BB&T Bank is insured by the Federal Deposit Insurance Corporation.

3. Fulton Bank, N.A. ("Fulton Bank") was established in 1882. Fulton Bank is headquartered in Lancaster, Pennsylvania, and operates banking locations throughout the Hampton Roads Area. Fulton Bank is insured by the Federal Deposit Insurance Corporation.

4. Anthony Burfoot is a public official who has served as a City Councilman for Norfolk and as the Norfolk City Treasurer.

COUNT ONE
(Bank Fraud)

1. The allegations contained in paragraphs 1 through 4 of the Introduction section of the information are realleged and incorporated as if set forth fully herein.

2. From in or about September 2014 through in or about June 2016, in the Eastern District of Virginia and elsewhere, RONALD W. BOONE, SR. and others known and unknown, did knowingly and unlawfully execute and attempt to execute a scheme and artifice to defraud a financial institution that is, Fulton Bank and BB&T Bank, financial institutions with deposits insured by the Federal Deposit Insurance Corporation, to obtain monies, funds, credits, assets, securities, and other property owned by and under the bank's custody and control by means of materially false and fraudulent pretenses, representations, and promises.

PURPOSE

3. The purpose of the scheme and artifice to defraud was for the defendant RONALD W. BOONE, SR. and others known and unknown to submit materially fraudulent documents to banks to obtain monies and other property.

MANNER AND MEANS

4. RONALD W. BOONE, SR. had a longstanding business relationship with BB&T Bank. In or about November 2011, RONALD W. BOONE, SR. obtained a \$1,000,000 loan from BB&T Bank. RONALD W. BOONE, SR. pledged dozens of properties as collateral for the loan including, but not limited to, vacant lots located on Pretty Lake Avenue, Norfolk, Virginia. RONALD W. BOONE, SR.'s total lending relationship with BB&T totaled over \$12.9 million.

5. On or about October 1, 2014, RONALD W. BOONE, SR. contacted BB&T representatives, advised that he had an agreement to sell the lots located on Pretty Lake Avenue, and asked what BB&T would require to release BB&T's liens on the properties.

6. On or about October 8, 2014, RONALD W. BOONE, SR. provided a document titled "Unimproved Lot Purchase Agreement" to BB&T as proof that he was selling two unimproved lots. The document purported to be a contract for RONALD W. BOONE, SR. to sell two vacant lots to buyers for \$105,000; however, it was a false, fictitious and forged document.

7. In reality and unbeknownst to BB&T Bank, RONALD W. BOONE, SR. had built a house on the Pretty Lake Avenue lots. On or about October 4, 2014, RONALD W. BOONE, SR. had entered into a sales contract with the buyers to sell the house for \$290,000. RONALD W. BOONE, SR. never provided the sales contract to BB&T and instead provided the fictitious, forged and fraudulent "Unimproved Lot Purchase Agreement" to assist the bank with determining a payoff amount.

8. On or about October 17, 2014, a BB&T Representative, in reliance on the fraudulent "Unimproved Lot Purchase Agreement," sent a payoff statement to RONALD W.

BOONE, SR. that contained terms for BB&T's release of its lien on the Pretty Lake Avenue lots. The document indicated that, in exchange for releasing its collateral interest in the properties, BB&T required RONALD W. BOONE, SR. to pay "90% of gross sales proceeds, but no less than \$94,500.00" towards the loan.

9. Shortly thereafter, RONALD W. BOONE, SR., or someone at RONALD W. BOONE, SR.'s direction, faxed a materially altered payoff statement to the buyers' settlement agent. Prior to sending the payoff statement, RONALD W. BOONE, SR., or someone at RONALD W. BOONE, SR.'s direction, altered the original payoff statement to either remove or hide BB&T's stipulation that it receive "90% of gross sales proceeds." As a result, the altered payoff statement gave the appearance that BB&T had agreed to release its collateral in exchange for the fixed amount of \$94,500. The buyers' settlement agent prepared the closing documents based on the materially altered payoff statement.

10. On or about October 28, 2014, RONALD W. BOONE, SR. closed on the sale of the home that he had built on the Pretty Lake Avenue lots to the buyers for \$290,000. RONALD W. BOONE, SR. did not sell an unimproved lot for \$105,000. The HUD-1 settlement statement reflected the real purchase price, referenced BB&T's payoff of \$94,500, and RONALD W. BOONE, SR. left the closing with proceeds from the sale totaling \$167,444.

11. On or about November 4, 2014, BB&T received a check totaling \$94,500 from the buyers' settlement agent. Unbeknownst to BB&T at the time, this check was far less than 90% of the gross proceeds of the sale. Instead, BB&T should have received a check totaling \$261,000.

12. A short time later, a BB&T representative requested a copy of the HUD-1 settlement statement along with the accompanying payoff statement from the buyers' settlement

agent. Upon receipt of these documents, the BB&T representative discovered RONALD W. BOONE, SR.'s fraudulent misrepresentations. As a result of this and other conduct, RONALD W. BOONE, SR.'s banking relationship with BB&T quickly deteriorated leaving RONALD W. BOONE, SR. in need of alternative financing.

13. In or about February 2015, RONALD W. BOONE, SR. requested a \$13.2 million loan from Fulton Bank. The primary purpose of the loan was to refinance approximately \$12.9 million in debt controlled by BB&T.

14. RONALD W. BOONE, SR. did not disclose to Fulton Bank representatives that he had a strained banking relationship with BB&T Bank due to the submission of fraudulent documents. Instead, it was represented to Fulton Bank representatives that RONALD W. BOONE, SR. was shopping for a new bank because he was dissatisfied with BB&T's customer service.

15. From in or about February 2015 through August 2015, RONALD W. BOONE, SR., or individuals at RONALD W. BOONE, SR.'s direction, provided Fulton Bank with materially false and fraudulent documents and information to qualify for the multi-million loan.

16. The primary purpose of the materially false documents and information was to substantially inflate RONALD W. BOONE, SR.'s level of cash flow.

17. Relying on the material misrepresentations provided by RONALD W. BOONE, SR., and others at his direction, Fulton Bank representatives ultimately approved a \$13.2 million loan to RONALD W. BOONE, SR. and another borrower.

18. On or about October 28, 2015, Fulton Bank closed the \$13.2 million loan with RONALD W. BOONE, SR.

(In violation of Title 18, United States Code, Section 1344).

COUNT TWO

(Conspiracy to Commit an Offense Against the United States)

1. The allegations contained in paragraphs 1 through 4 of the Introduction section of the information are realleged and incorporated as if set forth fully herein.

2. From in or about March 2004 through in or about December 2014, the exact dates being unknown, in Norfolk, in the Eastern District of Virginia and elsewhere, defendant RONALD W. BOONE, SR., Anthony Burfoot and others, known and unknown, knowingly and intentionally combined, conspired, confederated and agreed together with each other to commit an offense against the United States, to wit: honest services wire fraud, that is, having devised and intending to devise a scheme and artifice to defraud the citizens of the City of Norfolk of their right to honest services of a City Councilman and a Treasurer through bribery, to transmit and cause to be transmitted by means of wire, radio and television communication in interstate commerce any writings, signs, signals, pictures and sounds for the purpose of execution of such scheme and artifice to defraud, in violation of Title 18, United States Code, Sections 1343 and 1346.

PURPOSE

3. A purpose of the conspiracy was for the defendant RONALD W. BOONE, SR. to secretly provide cash, gifts, and other things of value to Anthony Burfoot in exchange for Anthony Burfoot performing specific official actions and other official actions on an as-needed basis, as opportunities arose, to benefit RONALD W. BOONE, SR. and his business interests.

MANNER AND MEANS

4. The manner and means by which RONALD W. BOONE, SR. and his conspirators, known and unknown, carried out the conspiracy included, but were not limited to the following:

- a. RONALD W. BOONE, SR. provided cash, dinners, free access to a beach house, and other things of value to Anthony Burfoot; and
- b. Anthony Burfoot engaged in official acts – and promised to engage in official acts in the future – as opportunities arose including the official acts set forth below:
 - i. Anthony Burfoot promised to use his position as City Councilman to vote in RONALD W. BOONE, SR.'s favor on numerous City ordinances;
 - ii. Anthony Burfoot, as City Councilman, voted in RONALD W. BOONE, SR.'s favor on numerous City ordinances; and
 - iii. Anthony Burfoot promised to assist RONALD W. BOONE, SR. as City Treasurer by: (a) using his relationships with Norfolk City Officials and Council members to advocate for RONALD W. BOONE, SR. concerning official city matters; (b) waiving penalties and interest for RONALD W. BOONE, SR. on property tax sales; and (c) providing RONALD W. BOONE, SR. with advanced notice of properties subject to tax sales.

OVERT ACTS IN FURTHERANCE OF THE CONSPIRACY

5. Starting in or about March 2004 through in or about December 2013, RONALD W. BOONE, SR. regularly asked Anthony Burfoot to use his official position to support RONALD W. BOONE, SR.'s interests on Norfolk City Council matters. In exchange, Anthony Burfoot demanded and received numerous things of value including, but not limited to, cash payments, meals, assistance hosting events where Anthony Burfoot would make a profit, and

free access to RONALD W. BOONE, SR.'s beach house located on Lindbergh Avenue in Kitty Hawk, North Carolina.

6. Although Anthony Burfoot did not represent the Ocean View area of Norfolk, Virginia, it was in RONALD W. BOONE, SR.'s interest to ensure Anthony Burfoot's vote for various City Ordinances that affected his extensive business interests in the City.

7. In exchange for things of value provided to Anthony Burfoot, RONALD W. BOONE, SR. regularly sought Anthony Burfoot's support for important issues before City Council. During the course of the conspiracy, Anthony Burfoot assisted RONALD W. BOONE, SR. by ensuring that a particular individual was removed from the Board of Commissioners for the Norfolk Redevelopment and Housing Authority. Anthony Burfoot repeatedly voted in accordance with RONALD W. BOONE, SR.'s wishes in numerous matters before council including, but not limited to:

- Special exceptions for a RONALD W. BOONE, SR. business;
- Special exceptions for businesses that operated out of RONALD W. BOONE, SR.'s properties;
- Ordinances dealing with RONALD W. BOONE, SR.'s properties; and
- Ordinances that directly and indirectly impacted RONALD W. BOONE, SR.'s business interests.

8. To further this conspiracy, RONALD W. BOONE, SR. and Anthony Burfoot regularly contacted each other via cell phone. Anthony Burfoot contacted RONALD W. BOONE, SR. via cell phone to arrange his overnight and day trips to RONALD W. BOONE, SR.'s beach house, and RONALD W. BOONE, SR. regularly contacted Anthony Burfoot via his cell phone to discuss upcoming votes before City Council that impacted RONALD W. BOONE, SR. and his businesses.

9. On or about January 7, 2012, Anthony Burfoot made an interstate telephone call from Kitty Hawk, North Carolina to RONALD W. BOONE, SR. who was located in Norfolk, Virginia in furtherance of the conspiracy.

10. In or about March 2012 through April 2012, Anthony Burfoot made five interstate calls from North Carolina and Pennsylvania to RONALD W. BOONE, SR. located in Norfolk, Virginia in furtherance of the conspiracy.

11. Around that same time, RONALD W. BOONE, SR. asked the City of Norfolk to approve an encroachment to permit him to infringe into the right-of-way on Atlans Street with a wide asphalt driveway for property located on Atlans Street. An encroachment is an object or structure that infringes into the City of Norfolk's rights-of-way or property. The Norfolk City Council must approve all encroachments.

12. Prior to the vote, RONALD W. BOONE, SR. asked Anthony Burfoot for his support for the project. Anthony Burfoot demanded thousands of dollars in cash prior to the vote. RONALD W. BOONE, SR. paid Anthony Burfoot between \$5,000 and \$10,000 in cash prior to the vote.

13. On or about June 26, 2012, Anthony Burfoot voted to approve an ordinance to allow RONALD W. BOONE, SR. to encroach into the City of Norfolk's right-of-way on Atlans Street.

14. In early 2013, Anthony Burfoot informed RONALD W. BOONE, SR. that he intended to run for City Treasurer. RONALD W. BOONE, SR. expressed concern that Anthony Burfoot would no longer be in a position to assist RONALD W. BOONE, SR. and his business interests.

15. Anthony Burfoot assured RONALD W. BOONE, SR. that he could continue to help RONALD W. BOONE, SR.'s interests as City Treasurer in three ways. First, Anthony Burfoot assured RONALD W. BOONE, SR. that he would still have influence with City Council members and City administrators as it related to City matters that impacted RONALD W. BOONE, SR.'s businesses. Second, Anthony Burfoot explained that he could waive penalties and interest for RONALD W. BOONE, SR. on property taxes. Finally, Anthony Burfoot promised to give RONALD W. BOONE, SR. detailed information about properties that would be subject to tax sales which would give RONALD W. BOONE, SR. the opportunity to purchase the properties prior to auction.

(In violation of Title 18, United States Code, Section 371).

FORFEITURE

RONALD W. BOONE, SR., the defendant, if convicted of the violations alleged in Counts One and Two of the Criminal Information, shall forfeit to the United States, as part of the sentencing pursuant to Federal Rule of Criminal Procedure 32.2:

a. Respecting Counts One and Two, any property, real or personal, which constitutes or is derived from proceeds traceable to such violations;

b. Any property belonging to the defendant, up to the value of the property subject to forfeiture, if any property subject to forfeiture: (a) cannot be located upon the exercise of due diligence; (b) has been transferred to, sold to, or deposited with a third person; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

(All in accordance with Title 18, United States Code, Section 981(a)(1)(C) as incorporated by Title 28, United States Code, Section 2461(c); Title 18, United States Code, Section 982(a)(2); and Title 21, United States Code, Section 853(p)).

Dana J. Boente
United States Attorney

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Melissa E. O'Boyle
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Virginia State Bar No. 47449
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REDACTED

JS 45 (11/2002)

Criminal Case Cover Sheet

U.S. District Court

Place of Offense:	Under Seal: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Judge Assigned:
City: EDVA	Superseding Indictment:	Criminal Number:
County/Parish:	Same Defendant:	New Defendant:
	Magistrate Judge Case Number:	Arraignment Date:
	Search Warrant Case Number:	
	R 20/R 40 from District of _____	

Defendant Information:

Juvenile: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FBI#:
Defendant Name: Ronald Wayne Boone, Sr.	Alias Name(s): Ronnie Boone
Address:	
Employment:	
Birth Date: xx/xx/1949	SS#: xxx-xx-3231
Sex: M	Race:
Nationality:	Place of Birth:
Height: 5'08"	Weight: 160
Hair: Brown	Eyes: Brown
Scars/Tattoos:	
Interpreter: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	List Language and/or dialect:

Location Status:

Arrest Date:	
<input type="checkbox"/> Already in Federal Custody as of: _____ in: _____	
<input type="checkbox"/> Already in State Custody	<input type="checkbox"/> On Pretrial Release
<input type="checkbox"/> Arrest Warrant Requested	<input type="checkbox"/> Fugitive
<input type="checkbox"/> Arrest Warrant Pending	<input type="checkbox"/> Detention Sought
<input checked="" type="checkbox"/> Not in Custody	<input checked="" type="checkbox"/> Summons Requested
	<input type="checkbox"/> Bond

Defense Counsel Information:

Name: Jon Babineau and Edward Fiorella	<input type="checkbox"/> Court Appointed
Address: Riddick Babineau PC; 109 East Main Street, Suite 413; Norfolk, VA 23510 and Fraim & Fiorella; Town Point Center; 150 Boush Street, Suite 601; Norfolk, VA 23510	<input checked="" type="checkbox"/> Retained
Telephone: (757) 622-8631 and (757) 227-5900	<input type="checkbox"/> Public Defender
Email: jbabineau@riddickbabineau.com and eafiorella@ff-legal.com	<input type="checkbox"/> Office of Federal Public Defender should not be appointed due to conflict of interest
	<input type="checkbox"/> CJA attorney: _____ should not be appointed due to conflict of interest

U.S. Attorney Information:

AUSA: Melissa E. O'Boyle	Telephone No. 757-441-6331	Bar #:
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Complainant Agency, Address & Phone Number or Person & Title:

Federal Bureau of Investigation, 509 Resource Row, Chesapeake, VA 23320, 757-455-0100, S/A Ryan S. Braley

U.S.C. Citations:

	Code/Section	Description of Offense Charged	Count(s)	Capital/Felony/Misd/Petty
Set 1	18 U.S.C. § 1344	Bank Fraud	1	Felony
Set 2	18 U.S.C. § 371	Conspiracy	2	Felony
Set 3	18 U.S.C. §§ 981 & 982	Forfeiture		Criminal Forfeiture

(Continued on reverse)